

**REVIVAL AND THIRD AMENDATORY
PROFESSIONAL SERVICES AGREEMENT
(On-Call Professional Services)**

This **REVIVAL AND THIRD AMENDATORY PROFESSIONAL SERVICES AGREEMENT** is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **MARSH USA LLC**, a Delaware corporation, (formerly known as Marsh USA Inc.), authorized to conduct business in Colorado, whose address is 1166 Avenue of the Americas, New York, New York 10036 (the “**Consultant**”), both of which may be individually referred to herein as a “**Party**” or jointly as the “**Parties**”.

RECITALS:

A. The Parties entered into a Professional Services Agreement (On-Call Professional Services) dated February 7, 2020, a Revival and Amendatory Agreement dated February 9, 2021, and a Revival and Second Amendatory Agreement dated April 4, 2023 (collectively, the “**Agreement**”) to provide Insurance Brokerage and risk management consulting services; and

B. The Agreement terminated by its terms on December 31, 2023; and

C. The Parties wish to amend the Agreement to revive and reinstate all the terms and conditions of the Agreement, extend the term, increase the maximum contract amount, update paragraph 26-No Employment of Illegal Aliens, add paragraph 34-Compliance with Denver Wage Laws, and update schedule and rates exhibit.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 2 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**2. TERM:** The term of this Agreement will commence on **January 1, 2020** (the “**Effective Date**”) and will expire on **December 31, 2024** (the “**Term**”), or until the Maximum Contract Amount specified in sub-section 3.A below is expended, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement. If the term of any Work Order or Work Order Change extends beyond the Term specified above, this Agreement shall remain in full force and effect but only as to such Work Order or Work Order Change; however, the total amount

paid to the Consultant shall not exceed the Maximum Contract Amount specified in sub-section 3.A below.”

2. Section 3 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, sub-section **A.** entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Consultant shall in no event exceed the sum of **EIGHT HUNDRED THIRTY-THREE THOUSAND DOLLARS AND 00/CENTS (\$833,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Consultant that Work Orders with Assigned Services Amounts totaling or approximating the Maximum Contract Amount will be issued to or executed with the Consultant. Issued Work Orders or Work Order Changes shall not, individually or cumulatively, authorize the performance of Assigned Services for which the Assigned Services Amount(s) exceed the Maximum Contract Amount. It shall be the responsibility of the Consultant to verify that the total Assigned Services Amount(s) do not exceed the Maximum Contract Amount of this Agreement.”

3. Section 26 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS:**” is hereby deleted in its entirety and replaced with:

“**26. [RESCINDED.]**”

4. Section 34 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**” is hereby added to the Agreement, in its entirety, as follows:

“**34. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Consultant’s provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject

to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

5. All references in the original Agreement to **Exhibit B, Schedule and Rates** is hereby deleted in their entirety and replaced with **Exhibit B-1, Compensation and Payment**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-1, Compensation and Payment**.

6. As herein amended, the Agreement is affirmed and ratified in each and every particular.

7. This Revival and Third Amendatory Professional Services Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES FOLLOW.]

Contract Control Number: FINAN-202053304-03/ FINAN-202472313-03
Contractor Name: MARSH USA LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

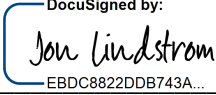
By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202053304-03/FINAN-202472313-03
MARSH USA LLC

By:  _____
DocuSigned by:
Jon Lindstrom
EBDC8822DDB743A...

Name: _____
Jon Lindstrom
(please print)
Title: _____
Managing Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT B-1

COMPENSATION AND PAYMENT

Broker and Consulting Fees

Broker Fees for Awarded Lines of Coverage: Brokers will invoice CCD and Denver International Airport (“DEN”) the agreed to compensation for the lines of coverage Broker is awarded. A Task Order will be issued once awarded lines of coverage are determined. Broker fees will be invoiced within 30 days and payment made as defined milestones are reached.

Compensation for broker services of the following policies shall be paid as a fee structure, independent of policy premium payment.

Property CCD

Year One: \$150,000

Years Two-Five: \$100,000 per year

Aviation Brokerage (Helicopter Hull & Liability and Airport Owner’s Liability)

Each Year: \$60,000 per year

Stapleton Pollution

Each Year: \$8,000

Consulting Fee: The first 100 hours of consulting fees each year are included in the broker fee. Broker may charge an hourly rate for risk management and insurance consulting questions, including third party contractual risk transfer questions, on lines of coverage they do not place. Broker will be paid \$300 per hour for work after the first 100 hours. The City and Broker will agree in advance, and in writing, to a maximum number of hours for each consulting task. Monthly reports will be submitted to CCD for approval prior to invoicing. Invoices will be submitted monthly.

Insurance Premiums: Broker will invoice CCD and DEN insurance premiums, including any surplus lines tax, within 5 days of binding of coverage.

Invoicing

Broker will submit invoices for the insurance policy premiums placed during the term of this Agreement or any amendments thereto no more than 30 days after binding coverage and preferably within five business days of binding coverage.

CCD retains the option to have DEN related payments invoiced separately.

Additional Services

Broker Fee to include items as described in Exhibit C and Exhibit A, Scope of Work and Performance Expectations.

Where CCD determines it may have a need for Additional Services, as described in Exhibit A, it is anticipated that CCD may request that Broker submit a proposal for such Additional Services including compensation on a fixed not to exceed (FNTE) project fee basis or on an estimated hours and standard hourly rates then in effect basis. Any such Additional Services and associated compensation shall be mutually agreed upon in advance and addressed by amendment to this agreement or by separate agreement. A Task Order will be issued for the additional service prior to service commencement. Broker fees will be invoiced within 30 days and payment made as defined milestones are reached.

Any placements not in effect at the inception or the anniversary date of this agreement shall be deemed an Additional Service. The fee for such Additional Service(s) will be mutually agreed upon by both CCD and Broker. The placement will become subject of this agreement's annual fee effective the next anniversary date of this agreement.

In the event the need arises, non-U.S. Marsh affiliates such as Marsh Bowring (Bermuda) shall be compensated on a commission basis customary in that market. That commission shall be in addition to this agreement as compensation for those Additional Services and may require direct payment in the name of the affiliate. Marsh shall disclose to CCD and/or DIA and obtain its prior approval of the placement and related commission to be earned prior to Marsh effecting the placement.

In the event the need arises, non-U.S. Broker affiliates shall be compensated on a commission basis customary in that market. That commission shall be in addition to this agreement as compensation for those Additional Services. Broker shall disclose to CCD and obtain its prior approval of the placement and related commission to be earned prior to Broker effecting the placement.

In the event Broker must access a particular insurance product via a wholesale broker, the wholesale broker may be compensated via commission, with CCD's prior approval. Broker will not be a party to nor a beneficiary of that compensation transaction.